

MADISON COUNTY  
SCHOOLS

MARK OF EXCELLENCE

476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

December 7, 2021

Madison County Board of Supervisors  
ATTN: Ms. Cynthia Parker, Board Secretary  
P.O. Box 404  
Canton, MS 39046

RE: Documents for December 6, 2021 Board Approval

Dear Ms. Parker:

Enclosed please find the following documents:

- a. Amendment to Commercial Lease to Sun II, LLC, regarding 2.175 acres in S16-T8N-R2E.
- b. Notice to Renew to Robert and Martha Bell, regarding Lot 131, Sherbourne Subdivision, part 5.
- c. Second Amendment to Commercial Lease to CBS Properties, LLC, regarding 1.61 acres that is part of lots 12 and 13, Jones Addition.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held December 20, 2021.

Please let me know if you need additional information. I can be reached at 601-499-0734 or [abrowning@madison-schools.com](mailto:abrowning@madison-schools.com).

Sincerely,

Ashley Browning  
16<sup>th</sup> Section Land Manager

INDEXING: 1.61± acres that is part of Lots 12 and 13, Jones Addition, in the Town of Flora, NW1/4 NW1/4 Section 16, Township 8 North, Range 1 West, Madison County, Mississippi, (Parcel#051E-16B-060/00.00)

LESSOR:

Madison County, Mississippi Board  
of Education Trustees of The Madison  
County School District 16<sup>th</sup> Section  
School Lands Trust  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: (601) 499-0800

LESSEE:

CBS Properties, LLC  
ATTN: Mr. Bryan Estes  
P.O. Box 256  
Flora, MS 39071  
Telephone: (769)233-4006

PREPARED BY:

Madison County School District  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: (601) 499-0800

**SECOND AMENDMENT TO RENEGOTIATED 16TH SECTION  
COMMERCIAL PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated January 25, 2002, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted a Renegotiated Sixteenth Section Commercial Property Lease to

**CBS PROPERTIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY**

(hereinafter called "Lessee") by document recorded in Book 508 at Page 236 (hereinafter the "Lease Contract") in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, the description of the property to be leased in said Lease Contract was corrected in Book 514 at Page 832 in the office of the Chancery Clerk of Madison County, Mississippi, which describes the following property, to-wit:

Lot 12 and Lot 13, LESS AND EXCEPT a parcel 69.2 feet x 100 feet out of the southeast corner of Lot 13, Jones Addition to the Town of Flora, Madison County, Mississippi, AND 9.2 feet evenly off the north end of Lot 11, Jones Addition to the Town of Flora, AND a parcel measuring 48.5 feet x 9.2 feet out of the northwest corner of Lot 14, Jones Addition to the Town of Flora AND that portion of the west half of Carter Street (closed) running from the north east corner of Lot 13, south along the east side of Lot 13 for 140 feet as described hereinabove, being in the NW1/4 NW1/4, Section 16, Township 8 North, Range 1 West, according to the Covington Map of 1909, Town of Flora, Mississippi.

A plat is attached hereto as Exhibit "A" for informational purposes.

WHEREAS, said Lease Contract has a lease term beginning on the 1<sup>st</sup> day of December, 2001 and ending on the 30<sup>th</sup> day of November, 2041; and,

WHEREAS, said Lease Contract, pursuant to paragraph 3, subparagraph A, states that the subject property should be reappraised prior to the tenth and twentieth and thirtieth anniversary dates of the commencement of the Lease Contract; and,

WHEREAS, the twentieth anniversary date is December 1, 2021; and

WHEREAS, the subject property has been reappraised setting a new annual lease payment pursuant to paragraph 3, subparagraph A, of the Lease Contract.

THEREFORE, paragraph 2 of the Lease Contract should be amended to read

as follows:

B. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before December 1<sup>st</sup> of each year during the term hereof, beginning with December 1, 2021 payment, annual rentals in advance in the amount of Seven Hundred Eighty-four and no/100 Dollars (\$784.00), subject to the rent adjustment clause included herein.

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1-10	\$400.00
11-20	\$680.00
21-30	\$784.00
31-40	As Adjusted Pursuant to Paragraph 3

Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this Lease Contract.

The Lease Contract will remain in full force and effect as to all other provisions contained therein.


WITNESS MY HAND this the 6<sup>th</sup> day of December, 2021.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,  
BOARD OF EDUCATION**

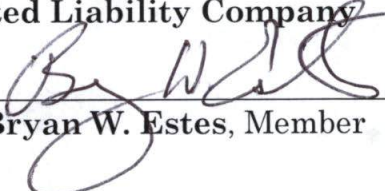
By:   
William R. Grissett, Jr., President

ATTEST:

  
Charlotte A. Seals, Madison County  
Superintendent Of Education

LESSEE:

**CBS Properties, LLC, a Mississippi  
Limited Liability Company**

By:   
Bryan W. Estes, Member



STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named **Karl M. Banks**, who acknowledged to me that he is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

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NOTARY PUBLIC

My Commission Expires:

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[SEAL]

Amendments/2021/File#437 Amendment to CBS Properties, LLC Lease



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31				

INDEXING INSTRUCTIONS: 2.175± acres in the SE1/4 SW1/4 of Section 16, Township 8 North, Range 2 East, Madison County, Mississippi (Parcel #081E-16-003/02.00)

LESSOR:

Madison County, Mississippi Board  
of Education Trustees of The Madison  
County School District 16<sup>th</sup> Section  
School Lands Trust  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

LESSEE:

Sun II, LLC  
c/o Gurmej Singh  
102 Rosedowne Bend  
Madison, MS 391110  
Telephone: ( ) -

PREPARED BY:

Madison County School District  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

**AMENDMENT TO 16TH SECTION COMMERCIAL PROPERTY LEASE**

WHEREAS, by instrument dated January 20, 2012, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted a Sixteenth Section Commercial Property Lease to NeuMarkt Investments, LLC a Mississippi Limited Liability Company by document recorded in Book 2753 at Page 271 in the office of the Chancery Clerk of Madison County,



Mississippi and amended by document by document recorded in Book 2945 at Page 928 in the Office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which Lease Contract was assigned to **Sun II, LLC, a Mississippi Limited Liability Company** (hereinafter called "Lessee") by document dated October 5, 2020 and recorded in Book 3938 at Page 815 regarding the following described property, to wit; and

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference.

WHEREAS, said Lease Contract has a lease term beginning on the 30<sup>th</sup> day December, 2011; and,

WHEREAS, per the Lease Contract recorded in Book 2753 at Page 570 in the office of the hereinbefore mentioned Chancery Clerk, annual rental payments in the amount of Five Thousand Six Hundred and no/100 dollars (\$5600.00) are to be paid on or before December 30<sup>th</sup> each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2020; and

WHEREAS, said Lease Contract, pursuant to paragraph 3, subparagraph A, states that the subject property should be reappraised prior to the tenth and twentieth and thirtieth anniversary dates of the commencement of the Lease Contract; and,

WHEREAS, the tenth anniversary date is December 30, 2021; and

WHEREAS, the subject property has been reappraised setting a new annual lease payment pursuant to paragraph 3, subparagraph A, of the Lease Contract; and

WHEREAS, annual rentals/lease fees, in accordance with Miss. Code Ann. §29-

3-69 "shall be adjusted not less than once every ten (10) years from the date of the lease to reflect the current fair market rental value";

THEREFORE, paragraph 2 of the Lease Contract should be amended to read as follows:

2. Annual Rent. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before December 30th of each year during the term hereof, beginning with December 30, 2021 payment, annual rentals in advance in the amount of Six Thousand Nine Hundred Sixty and no/100 dollars (\$6960.00) subject to the rent adjustment clause included herein.

Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this lease agreement.

The remaining terms and conditions of Paragraph 2 of the Lease Contract will remain in full force and effect.

WITNESS MY HAND this the \_\_\_ day of \_\_\_\_\_, 2021

LESSOR:

**MADISON COUNTY, MISSISSIPPI,  
BOARD OF EDUCATION**

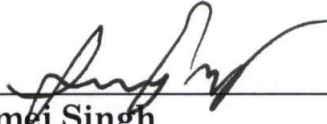
By: \_\_\_\_\_  
**William R. Grissett, Jr., President**

ATTEST:

\_\_\_\_\_  
**Charlotte A. Seals, Madison County  
Superintendent Of Education**

LESSEE:

**Sun II, LLC**  
**A Mississippi Limited Liability Company**

By:  \_\_\_\_\_  
Gurmej Singh

Reviewed and approved by the Madison County Board of Supervisors, this the  
\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Karl M. Banks, President

ATTEST:

\_\_\_\_\_  
Ronny Lott, Clerk

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named **Karl M. Banks** who acknowledged to me that he is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

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NOTARY PUBLIC

My Commission Expires:

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[SEAL]

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named **William R. Grissett, Jr.** and **Charlotte A. Seals**, who acknowledged to me that they are President and Superintendent, respectively, of the **Madison County Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

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NOTARY PUBLIC

My Commission Expires:

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[SEAL]

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 29<sup>th</sup> day of November 2021, within my jurisdiction, the within named Gurmej, who acknowledged to me that he is the Manager of **Sun II, LLC, a Mississippi limited liability company** and that for and on behalf of the said Sun II, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

J. K. Gosain  
NOTARY PUBLIC

My Commission Expires:

Feb 2, 2024  
[SEAL]



Anendments\2021\# 66 Amendment to Sun II

EXHIBIT "A"

LEGAL DESCRIPTION OF 2.175 ACRES AT NEUMARKT  
FOR NEUMARKT INVESTMENTS, LLC

At the Northeast Corner of Church Road and Calhoun Parkway

Commence at the corner common to Sections 16, 17, 20 and 21, Township 8 North, Range 2 East, Madison County, Mississippi, as said corner is marked by a #6 iron pin, and run thence North  $00^{\circ} 05' 47''$  East along the west line of said Section 16 for a distance of 55.00' to a point on the north right-of-way line of Church Road, a public street, as said north right-of-way line is now laid out on the north side of Church Road, as said road runs east and west along the south side of said Section 16, said north right-of-way line being established by that certain Road Right-of-Way Easement filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Book 523 beginning at Page 169 thereof, reference to which is hereby made for all purposes; run thence North  $89^{\circ} 57' 22''$  East along said north right-of-way line of Church Road for a distance of 2,422.52' to the intersection of said north right-of-way line of Church Road and the flare in the east right-of-way line of Calhoun Parkway, a public street, said point being the westernmost corner on the south boundary of that certain 2.000 acre parcel of land that was leased to NeuMarkt Investments, LLC, by that certain instrument entitled "16th Section Public School Trust Lands Commercial Property Lease Contract" filed for record in the office of said Chancery Clerk in Book 2753 beginning at Page 570 thereof, reference to which is hereby made for all purposes, said point being also the point of beginning of the parcel of land that is hereinafter described, to-wit:

From said point of beginning, run thence along the east right-of-way line of Calhoun Parkway as follows: run thence North  $46^{\circ} 35' 16''$  West for a distance of 245.06' to a point; run thence North  $00^{\circ} 20' 55''$  East for a distance of 82.68' to the point of curvature of a curve to the left subtending a central angle of  $04^{\circ} 56' 09''$  and having a radius of 1,870.00 feet; run thence northwesterly along this curve to the left counterclockwise for an arc distance of 161.09' (chord bearing and distance: North  $02^{\circ} 07' 09''$  West, 161.04') to the northwest corner of said 2.000 acre parcel of land; leaving the east right-of-way line of Calhoun Parkway, run thence North  $89^{\circ} 36' 49''$  East for a distance of 203.70' to the northeast corner of said 2.000 acre parcel of land; run thence North  $89^{\circ} 57' 22''$  East for a distance of 66.95' to a point; run thence South  $00^{\circ} 02' 38''$  East for a distance of 413.38' to a point on said north right-of-way line of Church Road; run thence South  $89^{\circ} 57' 22''$  West along said north right-of-way line of Church Road for a distance of 87.49' to the point of beginning.

The above described parcel of land contains 94,763 square feet, more or less, or 2.175 acres, more or less, and is situated in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 16, Township 8 North, Range 2 East, Madison County, Mississippi.

**INDEXING:**

Lot 131, Sherbourne Subdivision, Pt 5  
Per Plat Cabinet D at Slide 156, City of Madison, Section 16, Township 7 North,  
Range 2 East, Madison County, Mississippi  
Parcel #072E-16B-240/00.00

**LESSOR:**

Madison County Board of Education  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

**LESSEE:**

Robert Bell and Martha Bell  
711 Highleadon Place  
Madison, MS 39110  
Telephone: \_\_\_\_\_

**PREPARED BY:**

Madison County School District  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

**NOTICE TO RENEW  
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16<sup>th</sup> Section School Lands Trust ("Lessor") and **Robert Bell** and wife, **Martha Bell** ("Lessee") according to the following terms and provisions:

**A.** Lessor and Lessee executed that certain Residential Lease Contract (the "Lease") for a term of forty years, beginning on the 30th day of March, 2005, and terminating on the 29th day of March, 2045, (the "Primary Term"), covering a parcel of 16<sup>th</sup> Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 1906 at Page 896**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 131 of Sherbourne Subdivision, Part 5, a subdivision which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet D at Slide 156, reference to which is hereby made in aid of and as a part of this description.

**B.** This Notice to Renew is executed pursuant to Paragraph (1) of the Lease whereby the Lease provided the Lessee with an option to renew the Lease for an additional term of twenty-five (25) years pursuant to Miss. Code Ann. § 29-3-69 (1972) as amended, commencing on the termination date of the Primary Term (the "Initial Termination Date").

**C.** NOW THEREFORE, the Lessor and Lessee do hereby agree to renew the Lease for an additional term of twenty-five (25) years commencing on the Initial Termination Date; and as a result, **the Lease shall now terminate on the 29th day of March, 2070** (the "Final Termination Date"). Said renewal shall be under the same terms, conditions, and stipulations set forth in the Lease, except the annual rental shall be based upon the fair market value of the subject property, as determined by a qualified appraiser selected by Lessor who performs his or her appraisal not more than twelve (12) months prior to the expiration of the Primary Term.

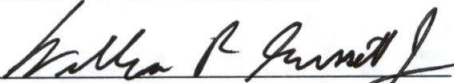
**D.** Except as amended by this Notice to Renew, the existing Lease shall stay in full force and effect and under the same terms, conditions, annual rental, and stipulations set forth in the Lease until the Final Termination Date.

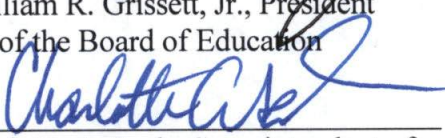
The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

In Witness Whereof, this Notice to Renew is executed by Lessor pursuant to an order entered upon its minutes and is executed by Lessee on the date first stated above.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,  
BOARD OF EDUCATION**

By:   
William R. Grissett, Jr., President  
of the Board of Education

By:   
Charlotte A. Seals, Superintendent of  
Education



LESSEE:

\_\_\_\_\_  
**Robert Bell**

\_\_\_\_\_  
**Martha Bell**

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Karl M. Banks, President  
of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Ronny Lott, Clerk

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named **Karl M. Banks**, who acknowledged to me that he is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL]

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of Dec, 2021, within my jurisdiction, the within named **William R. Grissett, Jr.** and **Charlotte A. Seals** who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Ashley Browning  
NOTARY PUBLIC



My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named **Robert Bell** and wife, **Martha Bell**, who acknowledged to me that they executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

[SEAL]

Extension/2021/#1385 Arnold